

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In Re:	: Bankruptcy No. 20-13619-ELF
Waldo Alfaro and Rositsa Manolcheva	: Chapter 13
Debtors	:
	:
Legacy Mortgage Asset Trust 2020-GS1 c/o	:
Rushmore Loan Management Services, LLC	:
Movant	:
vs.	:
	:
Waldo Alfaro and Rositsa Manolcheva	:
Debtors/Respondents	:
and	:
William C. Miller, Esquire	:
Trustee/Respondent	:

**CONSENT ORDER / STIPULATION AGREEMENT SETTLING
MOTION FOR RELIEF FROM AUTOMATIC STAY AND CO-DEBTOR STAY**

AND NOW, upon the Motion of Legacy Mortgage Asset Trust 2020-GS1 c/o Rushmore Loan Management Services, LLC ("Creditor"/ "Movant"), through its counsel, Hladik, Onorato & Federman, LLP, for relief from the automatic stay pursuant to Bankruptcy Code § 362(d) as to certain property, 675 Eagle Road, Newtown, PA 18940 (the "Property"), it is hereby agreed as follows:

Waldo Alfaro and Rositsa Manolcheva (hereafter "Debtors") acknowledge that the following monthly post-petition mortgage payments are due as follows:

Payments 2/1/21 – 4/1/21 (@ \$3,185.39 each)	\$9,556.17
Attorney's Fees/Costs.....	\$1,238.00
Debtor's Suspense	(88.44)
Arrears ("Arrears").....	\$10,705.73

1. Debtors shall cure the Arrears as set forth above in the following manner:
 - a. Roll the **\$10,705.73** balance of the Total Arrears into and pay it through the Debtors' Chapter 13 Plan of Reorganization in order to cure this portion of the Total Arrears in addition to the current arrearage amount on Movant's Proof of Claim. Debtors' attorney shall file an Amended Plan within thirty (30) days of the entry of this Stipulation.

2. Debtors agree to continue making the regular post-petition monthly mortgage payments to Creditor in the amount of **\$3,185.39** (or as may be adjusted from time to time, as per standard escrow practices), commencing with the **05/01/2021** payment and monthly every payment thereafter.

3. Debtors shall make the regular monthly payments required to the Trustee.
4. Debtors shall send all payments due directly to Creditor at the address below:

**Rushmore Loan Servicing
P.O. Box 52708
Irvine, CA 92619-2708**

Rushmore's loan #xxxxx4500 must appear on each payment.

5. In the event Debtors fail to make any of the payments set forth hereinabove (or real estate taxes and/or hazard insurance when due) on or before their due dates, Creditor and/or Counsel may give Debtors and Debtors' counsel notice of the default. If Debtors do not cure the default within ten (10) days of the notice, upon Certification of Default to the Court, and request for Order, with a copy to Debtors and Debtors' counsel, Creditor shall immediately have relief from the bankruptcy stay upon entry of Court Order.

6. The failure by the Creditor, at any time, to file a Certification of Default upon default by the Debtors shall not be construed, nor shall such failure act, as a waiver of any of Creditor's rights hereunder.

7. Upon issuance of the aforesaid Order, the parties hereto further agree that Creditor may proceed in state court to exercise all rights and remedies available to it as a mortgagee and creditor under state and federal law including, but not limited to, the initiation of and continuation of foreclosure and execution process through sheriff's sale concerning the Property and ejectment thereafter.

8. In the event Debtors convert to a bankruptcy under Chapter 7 of the Bankruptcy Code then Debtors shall pay all pre-petition arrears and post-petition arrears within 10 days from the date the case is converted. If Debtors fail to make payments in accordance with this paragraph then the Creditor, through Counsel, may file a certification setting forth said failure and the Creditor shall be granted immediate relief from the automatic stay.


9. It is further agreed that the 14-day stay provided by Rule 4001(a)(3) is hereby waived.

10. The undersigned parties request that the Court enter an Order approving this Consent Order/Stipulation and the terms therein.

By signing this Stipulation, Debtors' Counsel represents that the Debtors are familiar with and understand the terms of this Stipulation and agree to said terms regardless of whether the Debtors have actually signed this Stipulation. Seen and agreed by the parties on the date set forth below:

/s/ Antonio, Bonanni
Antonio, Bonanni, Esquire
Counsel for Creditor

Date: 04/22/2021



Carol B. McCullough, Esquire
Counsel for Debtors

Date: 4/27/2021


/s/ LeRoy W. Etheridge, Esquire**
for William C. Miller, Esquire
Trustee

Date: 04/28/2021

** Trustee has no objection to its terms, without prejudice to any of our rights and remedies

ORDER

AND NOW, this 30th day of April, 2021, it is hereby ORDERED that this Stipulation Agreement between the parties is hereby approved.



Honorable Eric L. Frank
U.S. Bankruptcy Judge